

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE

SCOTT ALAN MATOY,)	
)	
Plaintiff,)	
)	
v.)	No.: 3:19-CV-396-TAV-HBG
)	
SUPERIOR STEEL, INC.,)	
)	
Defendant.)	

ORDER

The Court has before it the parties' Joint Motion for Order Approving Resolution of FLSA Claims [Doc. 20]. The parties request Court approval of a settlement of plaintiff's claims asserted under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201.

The FLSA's provisions are generally not subject to bargaining, waiver, or modification by contract or settlement, *Brooklyn Savings Bank v. O'Neil*, 324 U.S. 697, 706 (1945), but the parties have settled under one of the two methods permitted for settling a FLSA case. Where an employee brings a lawsuit against his or her employer under 29 U.S.C. § 216(b), the employee may settle FLSA claims if the parties present the court with a proposed settlement, and the court may enter it as a stipulated judgment after reviewing it for fairness. 29 U.S.C. § 216(c); *see also Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353 (11th Cir. 1982). The Court must determine if the settlement is a "fair and reasonable resolution of a bona fide dispute over FLSA provisions." *Id.* at 1355.

In this case, the Court finds that the proposed settlement arises out of a genuine dispute over FLSA provisions, that plaintiff and defendant were represented by counsel throughout the litigation, negotiation, and settlement process, and that the terms of the settlement are fair and reasonable under the circumstances.

Rule 41(a)(1)(A) provides that a plaintiff “may dismiss an action without a court order by filing . . . a stipulation of dismissal signed by all parties who have appeared.” Fed. R. Civ. P. 41(a)(1)(A). “Unless the notice or stipulation states otherwise, the dismissal is without prejudice.” Fed. R. Civ. P. 41(a)(1)(B).

Here, the parties have submitted a stipulation of dismissal signed both by defense counsel and plaintiff’s counsel under Rule 41(a) [Doc. 20]. The stipulation states that the dismissal is with prejudice.

Pursuant to the parties’ joint motion, and based on the parties’ representations and its review of the proposed settlement, the Court hereby **GRANTS** the Joint Motion for Order Approving Resolution of FLSA Claims [Doc. 20]. Accordingly, the settlement agreement as reflected in the document the parties submitted [Doc. 20-1] is **APPROVED**, and this matter is **DISMISSED with prejudice**, with each party to bear his or its own attorney fees and discretionary costs, except as otherwise agreed in the approved settlement. The Clerk of Court is **DIRECTED** to **CLOSE** this close.

IT IS SO ORDERED.

s/ Thomas A. Varlan
UNITED STATES DISTRICT JUDGE